

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE COUNTY OF YAVAPAI

PARTIES

THIS AGREEMENT, entered into this 30th day of October, 1980, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF YAVAPAI, hereinafter called "COUNTY",

STATUTORY AUTHORIZATION

WHEREAS, STATE is charged by Arizona Laws 1979, Chapter 217 (H.B. 2457), Section 13, Subsection 9, and by Arizona Laws 1980, Chapter 193 (S.B. 1163), Section 2, to administer funds appropriated for the construction of bridges needed because of extensive flooding, and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of STATE; and

WHEREAS, COUNTY has met the requirements imposed by said chapters and sections to receive part of said funds for the bridge site hereinafter designated, and, through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of COUNTY; and

PURPOSE

WHEREAS, both parties wish to set forth their respective responsibilities and the guidelines to fulfill the mandate of said chapters.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

METHOD

COUNTY SHALL:

1. Have the option of either using its own engineering staff to design the bridge hereinafter designated or to employ a consulting

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10-31-80

County Bridge Agreement

engineer or engineering firm to design it. If a consulting engineer or engineering firm is utilized, State shall be advised of the firm selected and the starting date of the contract.

2. Design said bridge or cause it to be designed in accordance with the American Association of State Highway and Transportation Officials' bridge design standards and under the supervision of a registered professional engineer and shall so certify to State.

3. Call for bids and award a construction contract to the successful bidder, and advise State as to the successful bidder.

4. Administer and oversee the construction contract, assuring that the bridge is built according to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 1969, or Standard Specifications adopted by County or other approved construction standards.

5. Upon completion of construction, certify to State that the bridge was constructed under the supervision of a registered professional engineer and in accordance with the approved plans and specifications and that County has accepted the bridge. Thereafter, ownership of the bridge shall vest in County, and County shall have the maintenance responsibility for said bridge.

6. Submit monthly billings to State's Local Government Section, Highways Division, for payment of not more than 75% of the cost of construction, including the necessary incidentals of foundation investigation, design, essential right of way acquisition, diking, site preparation and minimal bridge approach work required to utilize the bridge. The bridge site is located at Granite Gardens Road over Granite Creek, and the amount to be applied is \$73,700.00.

7. Provide matching funds of at least 25% of the cost of the bridge. It is understood that State's contribution for construction shall not exceed \$73,700.00 and that should said amount not cover the entire 75% of the costs of the bridge, County shall pay any amount needed in excess of and in addition to the 25% set out herein in order to assure the completion of the bridge.

8. Assure that its accounting procedures are satisfactory for documentation of all costs related to the construction of the bridge and shall make its accounting records available for audit by State agents or employees at all reasonable hours.

STATE SHALL:

1. Make payments only from the funds allocated by and according to the terms of said chapter and section of the above cited law.
2. Monitor expenditures and audit the accounting records of County to make certain that payments to County do not exceed the specified limitations. It is understood that any funds unexpended and unencumbered on July 1, 1982, shall revert to the State general fund.

DURATION

This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement. This Agreement is subject to the allocation of adequate disaster relief funds to enable COUNTY to meet its share of the costs. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

FILING WITH SECRETARY OF STATE

This Agreement shall become effective on the date of its being filed with the Secretary of State.

COUNTY ATTORNEY'S APPROVAL

Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By J. B. Mery  
Chief Deputy State Engineer

YAVAPAI COUNTY, ARIZONA

By John Olson  
 Title: Chairman, Board of Supervisors

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS

RESOLUTION

BE IT RESOLVED on this 16th day of May, 1980, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the Arizona Department of Transportation by and through its Highways Division to enter into an intergovernmental agreement with Yavapai County for the construction of a bridge with funds allocated from the State general fund by Arizona Laws 1979, Chapter 217, (H.B. 2457), Section 13, subsection 9, and by Arizona Laws 1980, Chapter 193 (S.B. 1163), Section 2.

Therefore, authorization is hereby given to draft an agreement for said purpose, which, upon completion, shall be returned for approval and execution by the Chief Deputy State Engineer on behalf of the Department.



W. A. Ordway, Director  
Arizona Department of Transportation

EXHIBIT "A"

R E S O L U T I O N

BE IT HEREBY RESOLVED by the Board of Supervisors of Yavapai County that the Intergovernmental Agreement between the State of Arizona and Yavapai County for design and construction of a bridge over Granite Creek on Granite Gardens Road be approved and that Chairman of the Board John Olsen be authorized to execute same agreement on behalf of the County.

DATE: October 6, 1980

John Olsen  
John Olsen, Chairman

ATTEST:

Ann-Lawrie Aisa  
Ann-Lawrie Aisa, Clerk



BILLY L. HICKS  
COUNTY ATTORNEY

OFFICE OF  
**County Attorney**  
YAVAPAI COUNTY COURTHOUSE  
PRESCOTT, ARIZONA 86301  
445-7450 EXT 208

CARL H. COAD  
DEPUTY  
STEVEN E. JAYNES  
DEPUTY  
LINDA J. FOLLOCK  
DEPUTY  
JAMES H. LANDIS  
DEPUTY  
JANICE M. URBANIE  
DEPUTY

October 20, 1980

Yavapai County Board of Supervisors  
Yavapai County Courthouse  
Prescott, Arizona 86301

Gentlemen:

I have examined the Intergovernmental Agreement between the State of Arizona and Yavapai County and hereby advise you that such agreement is within your authority to execute.

Very truly yours,

*Carl H. Coad*  
Carl H. Coad  
Deputy County Attorney

CHC:ab



OFFICE OF THE  
Attorney General  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 80-759, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28<sup>th</sup> day of October, 1980.

ROBERT K. CORBIN  
Attorney General

*Al Morgan*  
AL MORGAN  
Assistant Attorney General  
Transportation Division

November 3, 1980

Mr. Joseph B. Sarvis  
Yavapai County Engineer  
County Courthouse  
Prescott, Arizona 86301

Re: HB-983-908  
Granite Gardens Rd. @ Granite Creek  
Intergovernmental Agreement

Dear Mr. Sarvis:

Enclosed for your files is a fully executed copy of the referenced document. The agreement was filed with the Secretary of State on October 31, 1980; and it became effective that date.

If we can be of further help, please call on us.

Sincerely yours,

THOMAS R. LAMMERS  
Assistant Director  
and State Engineer

WALTER E. PELLETT  
Assistant State Engineer  
Local Government Section

CM:pa  
Enclosure

R/W FILES ONLY